STENOGRAPHER IN GRAND JURY ROOM.—In a late Maine case, *State* v. *Bowman*, 38 Atl. Rep. 331, it appeared that an official court stenographer was present, at the request of the county attorney and by express order of the court, at a meeting of the grand jury, and assisted the county attorney by taking stenographic notes of the testimony, retiring, however, before the jury began to deliberate. It was held that the presence of the stenographer invalidated the indictment found under those circumstances. The Supreme Court of Indiana, on the other hand, in a still more recent decision, *State* v. *Bates*, 48 N. E. Rep. 2, held that the presence of a stenographer employed by the prosecuting attorney was not, in the absence of proof that the accused was prejudiced thereby, sufficient ground for quashing an indictment. The court, in the latter case, considered that the attendance of a stenographer at a meeting of the grand jury was not inconsistent with the due administration of justice in criminal cases, since he was, in effect, an assistant of the prosecuting attorney.

The position taken by the Indiana court seems to be clearly in accordance with the weight of authority and with enlightened methods of procedure. While it is almost universally the law that only members of the grand jury shall be present at its deliberations, it is generally held perfectly proper for the prosecuting attorney or his assistants to be present at the hearing of evidence. The view of the court in *State* v. *Bates*, that a stenographer comes within the description of an assistant to the prosecuting attorney, seems clearly right on principle, and is supported by federal decisions. It is conceived, furthermore, that on this point no valid distinction can be drawn between the two cases under consideration. While the stenographer, in *State* v. *Bowman*, was a court official, and was present in the grand jury room by the express order of the judge, he was there, nevertheless, as the assistant of the county attorney.

The grand jury usually selects one of its own number as clerk; yet few jurymen are competent to take notes in longhand rapidly and accurately, and fewer still have any knowledge whatever of stenography. As a practical matter, therefore, it would seem to be not only proper, but necessary, especially in cases where the evidence is technical or involved, to call in the services of an expert stenographer. Moreover, were care exercised in the selection of stenographers, it is believed that the chances of maintaining secrecy in regard to the transactions of the grand jury would not be materially lessened. It is difficult to see, also, why the presence of a stenographer at the taking of evidence should interfere with the free exchange of views among the jurymen, when discussion by the jury is reserved until after the stenographer, attorney, and witnesses have all retired. Futhermore, if the accused could show that he had been injured by the presence of the stenographer, he would be entitled, under the Indiana rule, to ask for the quashing of the indictment.

LIBEL OF VESSEL FOR SEAMAN'S WAGES. — The peculiar conditions in which the master of a vessel and his sailors are placed during a voyage, the necessity for unrestrained authority on the one hand and implicit obedience on the other, as requisite to the general safety of all, have probably contributed much to the differences, as to the rights of the parties to contracts, between those made under maritime law and those made under common law. Thus, until a change was made by statute, the wages

of the sailor were dependent upon the completion of the voyage. The summary process by which a deserter may be seized and forced to complete the voyage for which he has shipped, is another illustration of the anomalous character of rights arising from this peculiar relation. (Desty, Commerce and Navigation, 187.)

Desertion, from the nature of the offence, has always been punished by heavy penalties, the forfeiture of wages on the part of the offender being among the lightest. In accordance with this view, a recent decision in the United States District Court for Eastern New York holds that compelling a fireman to work overtime, to the extent of fourteen hours in one year, is not sufficient ground for desertion; and that consequently a libel against the vessel for the balance of wages claimed as accrued since the desertion must be dismissed. (See New York Law Journal, Dec. 6, 1897.) The case seems clearly right; abuse, deviation from the voyage, and refusal to supply provisions, have hitherto been recognized as practically the only grounds sufficient to justify a sailor in abandoning his vessel. In other words, these alone have been regarded as breaches that so go to the essence of the contract as to release the other party. If for any of these reasons a mariner abandon his vessel, it is clear that the master could not set up his own wrong to prevent the recovery of all the wages due upon the contract, less what the sailor might have earned in the meanwhile. (*The Castilla*, 1 Hagg. Adm. 59.) But it is only in these cases, where there would be a palpable injustice in compelling the mariner to remain, that he can leave his vessel. The dependence of the captain upon his sailors, the fatal delays that might often ensue were the rule otherwise, show the reasonableness of the law as it stands; and it seems clear that under it the desertion in the present case cannot be justified.

Assignments in Trust for Creditors. — A recent decision in the District of Columbia Court of Appeals (*Smith* v. *Herrell*, see 25 Wash. L. Rep. 822) brings up the question of the necessity of assent on the part of creditors to render enforceable an assignment made in trust for them. That case follows the rule, well settled in most of our jurisdictions, that such assent either is not necessary or is presumed. But the law of England and of Massachusetts is otherwise. The English doctrine, founded principally on the well-known cases of *Wallwyn* v. *Coutts*, 3 Mer. 707, and *Garrard* v. *Lauderdale*, 3 Simon, 1, treats an assignment without the assent of creditors as void of consideration, and amounting merely to a revocable power to dispose of property given to an agent by the debtor for his own convenience. Yet the intention to create a trust would seem to be shown in nearly all the English cases by the words "in trust," without any reservation of a power to defeat that intention being expressed. This, together with the transmutation of possession, would of course create a perfect trust without any consideration. It further seems difficult to require the assent of creditors in view of the numberless trusts that are created for persons absent or not yet in being.

The Massachusetts decisions, beginning with the early case of *Widgerly* v. *Haskell*, 5 Mass. 144, have uniformly supported the English rule. The English courts themselves, however, have recently shown a disposition to depart somewhat from their former doctrine. In the case of *New Prance and Garrard's Trustee* v. *Hunting*, [1897] 2 Q. B. 19, it was decided that an assignment in trust for particular persons is irrevocable, while one for